

ORIGINAL

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9
10 Attorneys for Defendant
11 **GREAT AMERICAN**
12 **LIFE INSURANCE COMPANY**

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14
15 UNITED STATES DISTRICT COURT
16 SOUTHERN DISTRICT OF CALIFORNIA

17 BY FAX

18 POR

19 CATHERINE BECK, an Individual,

20 } CASE NO. **'07 CV 2055 JM**

21 Plaintiff,

22 } NOTICE OF REMOVAL OF
23 vs.
24 ACTION UNDER 28 U.S.C. § 1441(b)

25 GREAT AMERICAN LIFE
26 INSURANCE COMPANY, an Ohio
27 Corporation; and DOES 1 through 20,
28 Inclusive,

Defendants.

29
30 DEMAND FOR JURY TRIAL

31 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

32 PLEASE TAKE NOTICE that defendant Great American Life Insurance
33 Company hereby removes to this Court the state court action described below.

34 1. On September 6, 2007, an action was commenced in the Superior Court
35 of the State of California in and for the County of San Diego entitled Catherine Beck,
36 Plaintiff, vs. Great American Life Insurance Company, and Does 1 through 20,
37 Defendants, as Case Number 37-2007-00074401-CU-IC-CTL. A copy of the
38 complaint is attached hereto as Exhibit "A."

39 2. The first date upon which defendant Great American Life Insurance
40 Company (hereafter "GALIC") received a copy of the said complaint was September

1 28, 2007 when GALIC was served with a copy of the complaint and a summons from
2 the state court. A copy of the summons is attached hereto as Exhibit "B."

3 3. This action is a civil action of which this Court has original jurisdiction
4 under 28 U.S.C. § 1332 and is one which may be removed to this Court by GALIC
5 pursuant to the provisions of 28 U.S.C. § 1441(b), this being a civil action between
6 citizens of different states with the matter in controversy exceeding the sum of
7 \$75,000, exclusive of interest and costs, because plaintiff Catherine Beck ("Plaintiff")
8 asserts compensatory damages in her complaint in the amount of \$250,000.

9 4. GALIC is informed and believes that Plaintiff was at all applicable time
10 periods, and still is, a citizen of the State of California. GALIC was, at the time of the
11 filing of this action, and still is, a subsidiary of Great American Financial Resources,
12 Incorporated ("GAFRI"), domiciled in the State of Ohio and having its principal place
13 of business in the State of Ohio. GAFRI is a corporation incorporated under the laws
14 of the State of Delaware, having its principal place of business in the State of Ohio.

15 5. GALIC answered Plaintiff's complaint in this action by way of general
16 denial which was filed with the Superior Court of the State of California for the
17 County of San Diego on the morning of October 29, 2007. Due to the wildfires and
18 declared state of emergency, San Diego Superior Court was closed on October 24, 25
19 and 26, 2007 and was not accepting any filings. For this reason, GALIC was unable
20 to file its Answer on October 24, 25 or 26, 2007. A copy of GALIC's answer is
21 attached hereto as Exhibit "C."

22 6. To the best of GALIC's knowledge, no other defendant has been named
23 or served with process herein.
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1 Dated: October 29, 2007

Respectfully submitted,

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LOCKE LORD BISSELL & LIDDELL
LLP

By: *Susan Welde*
5 Mitchell J. Popham
6 Susan J. Welde
7 Attorneys For Defendant **GREAT**
8 **AMERICAN LIFE INSURANCE**
9 **COMPANY**

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EXHIBIT A

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4 Attorney for Plaintiff CATHERINE BECK

CIVI

7 SEP 6 07 PM 1:29

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN DIEGO, CENTRAL DISTRICT**

10 CATHERINE BECK, an Individual,

11 **CASE NO.: 37-2007-00074401-CU-IC-CTL**

12 Plaintiff,

13 vs.

14 GREAT AMERICAN LIFE INSURANCE
COMPANY, an Ohio Corporation; and
15 DOES 1-20, Inclusive,
16 Defendants.
17
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(1) DECLARATORY RELIEF;
(2) BREACH OF CONTRACT;
(3) UNFAIR BUSINESS
PRACTICES PURSUANT TO
CALIFORNIA BUSINESS AND
PROFESSIONS CODE
SECTION 17200, ET SEQ.; AND
(4) REVISION OF CANCELLATION
OF POLICY

19 **DEMAND FOR JURY TRIAL**

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff, Catherine Beck ("Plaintiff"), demands trial by Jury.

22 **COMPLAINT**

23 Plaintiff, Catherine Beck, for causes of action against the Defendants, and each of them,
alleges:

24 **PARTIES**

25 1. Plaintiff, at all times relevant herein, is and was a competent adult residing in San
Diego County, California.
26 2. Plaintiff is informed and believes that, at all times relevant herein, Defendant,
Great American Life Insurance Company ("Great American"), is and was an Ohio Corporation.

27 COMPLAINT

28 1

Beck v. Great American Life Ins. Co.

1 doing business in San Diego County, California.

2 3. The true names and capacities of those defendants sued herein as DOES 1 through
 3 20, inclusive, whether individual, corporate, associate, representative or otherwise, are unknown
 4 to Plaintiff who sue these defendants by their fictitious names. When the DOE defendants' true
 5 names and capacities and their actual involvement in the matters alleged herein are fully
 6 ascertained, Plaintiff will amend this Complaint to accurately reflect the same.

7 4. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously
 8 named defendants designated hereunder as a DOE is responsible in some manner for the
 9 occurrences alleged herein, and that Plaintiff's damages as herein alleged were proximately
 10 caused or contributed to by their conduct.

11 5. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
 12 herein, each of the defendants mentioned was the agent, employee, partner, joint venturer, alter
 13 ego, and/or co-conspirator of one or more of the remaining defendants, and in doing the acts
 14 alleged herein, was acting within the purpose, course and scope of such agency, employment,
 15 partnership, joint venturer and/or conspiracy, and with the consent, permission and/or ratification
 16 of one or more of the remaining defendants.

VENUE

17 6. Venue and jurisdiction are proper in this Court because the transactions in this
 18 case took place in San Diego County, and the wrongful acts and damages resulting from the
 19 wrongful acts took place in San Diego County.

GENERAL ALLEGATIONS

20 7. On or about December 15, 1998, Olivia Y. Castellanos (deceased) purchased a
 21 life insurance policy (Policy No. EM9802676) from Defendant, Great American ("the Policy").
 22 A copy of the Policy (redacted to protect private information) is attached hereto as Exhibit "A"
 23 and is incorporated herein by reference.

24 8. For several years thereafter Ms. Castellanos paid her premiums and kept the
 25 Policy in force.

26 9. Ms. Castellanos listed her mother, Catherine Beck (Plaintiff), as her beneficiary

1 on the Policy. However, she did not tell her mother about the Policy until January 17, 2006.

2 10. As of the later part of 2005, Ms. Castellanos lived with her mother at her mother's
 3 home, and also maintained her own P.O. Box for her mail. Ms. Castellanos provided that P.O.
 4 Box as her address for notices concerning the Policy.

5 11. Near the end of 2005, Ms. Castellanos became very ill, very quickly. She was
 6 hospitalized for extreme and systemic maladies which turned out to be the symptoms of cancer.
 7 From December 6th through December 15th and again from December 17th through December 21st
 8 she was in the Intensive Care Unit. She remained hospitalized through January 8, 2006 ("2005-
 9 06 Hospitalization"). She was released for a few days and then returned to the Hospital.

10 12. During the course of her 2005-06 Hospitalization, Ms. Castellanos was given a
 11 slew of medications (including, among others, Ativan and Prozac). Ativan affects mental
 12 functioning and causes memory loss and sedation. In Ms. Castellanos' case, it caused severe
 13 confusion. Ms. Castellanos became severely depressed and the Prozac made those symptoms
 14 and the accompanying anxiety even worse. At various times during her 2005-06 Hospitalization
 15 she was under complete sedation.

16 13. For much of her 2005-06 Hospitalization, Ms. Castellanos was unable to
 17 communicate with her family in any substantive or sophisticated manner. Ms. Castellanos
 18 underwent extended periods of extreme depression and anxiety and extended periods of altered
 19 mental status which included hallucinations and non-responsiveness.

20 14. During the course of Ms. Castellanos' 2005-06 Hospitalization, Great American
 21 sent her a premium notice for her life insurance Policy. The due date for the premium was
 22 December 15, 2005. The notice was sent to her P.O. Box. None of Ms. Castellanos' family were
 23 aware of the premium notice. Because Ms. Castellanos was in the hospital, she was unable to
 24 check her mail, and since she was in the process of dying and in an altered mental state, she did
 25 not have the presence of mind to have someone find and pay the premium notice. She did not
 26 have the capacity to understand the implications of her inaction.

27 15. Ms. Castellanos was temporarily discharged from the hospital on January 8th.
 28 However, even at home she was hysterical, hallucinating, fevered and, mostly, completely out of

1 it. While at home she was in no better mental state than when she was at the hospital. She did
 2 not have the capacity to understand the implications of her actions or inactions.

3 16. On or about January 16th or 17th of 2006, one of Ms. Castellanos' relatives got her
 4 mail from her P.O. Box and she received the premium notice. Ms. Castellanos' family
 5 immediately helped her send in a double premium payment. This is when her family first learned
 6 of the insurance Policy.

7 17. Great American ostensibly rejected the premium as late but never returned
 8 Ms. Castellanos' check. Instead, the company sent someone else's check to her.

9 18. Great American insisted that Ms. Castellanos re-apply for the Policy if she wanted
 10 coverage. Ms. Castellanos, with the help of her family, submitted her application for
 11 reinstatement in which she documented her period of incapacity. Great American denied the
 12 application saying the denial was based on her medical condition. The medical records provided
 13 to Great American showed the extent of Ms. Castellanos' illness and that she was likely to die
 14 soon.

15 19. On or about April 2, 2006, while under care at Scripps Green Hospital,
 16 Ms. Castellanos died from the disease which had caused her 2005-06 Hospitalization.

17 20. As the beneficiary of the Policy, Catherine Beck submitted a claim for benefits
 18 under the Policy. In that submission, Ms. Beck provided Great American with the facts
 19 concerning Ms. Castellanos' incapacity and offered to pay any back premium owed. Great
 20 American denied that claim.

21 21. Plaintiff is informed and believes that: It is well known in the life insurance
 22 industry—and to Great American—that death is often preceded by a significant period of incapacity
 23 due to a severe illness. And, that during their incapacity a significant number of insureds fail to
 24 make a timely premium payment because of that incapacity. As a result, life insurance
 25 companies escape liability for death benefits and reap an unearned windfall unless they toll the
 26 time for payment during that incapacity. Unless the time for payment is tolled the insured's and
 27 the beneficiaries' expectations are frustrated.

28 22. Great American netted an inequitable windfall due to Ms. Castellanos' incapacity

1 based on its unwillingness to interpret its policy language in harmony with California Civil Code
2 ("CC") section 39, California Probate Code ("Prob. Code") section 812 and in a conscionable
3 matter consistent with known actuarial issues.

4 23. Pursuant to California Civil Code section 39:

5 (a) A conveyance or other contract of a person of unsound mind,
6 but not entirely without understanding, made before the incapacity
7 of the person has been judicially determined, is subject to
rescission, as provided in Chapter 2 (commencing with Section
1688) of Title 5 of Part 2 of Division 3.

8 (b) A rebuttable presumption affecting the burden of proof that a
9 person is of unsound mind shall exist for purposes of this section if
the person is substantially unable to manage his or her own
10 financial resources or resist fraud or undue influence. Substantial
11 inability may not be proved solely by isolated incidents of
negligence or improvidence.

12 24. Pursuant to California Probate Code section 812:

13 Except where otherwise provided by law, including, but not limited
14 to, Section 813 and the statutory and decisional law of
testamentary capacity, a person lacks the capacity to make a
15 decision unless the person has the ability to communicate verbally,
or by any other means, the decision, and to understand and
appreciate, to the extent relevant, all of the following:

16 (a) The rights, duties, and responsibilities created by, or affected
17 by the decision.

18 (b) The probable consequences for the decisionmaker and, where
appropriate, the persons affected by the decision.

19 (c) The significant risks, benefits, and reasonable alternatives
20 involved in the decision.

21 **FIRST CAUSE OF ACTION**

22 **(Declaratory Relief)**

23 25. Plaintiff realleges and incorporates herein by reference, all of the factual
24 allegations contained in paragraphs 1-24, inclusive, of this Complaint.

25 26. Ms. Castellanos entered into a written contract for insurance with Great American
26 (the Policy) which provided a benefit of \$250,000 to Plaintiff upon Ms. Castellanos' death. The
27 parties are in conflict as to the proper interpretation of the Agreement in light of the facts as
28 described herein.

1 27. It is Plaintiff's position that the Agreement must be read to fulfill the mutual
 2 expectations of the parties—and to do that the deadline for tendering the renewal premium must
 3 be tolled during decedent's period of incapacity due to the disease which ultimately caused her
 4 death. The insurance Policy was intended to provide benefits to decedent's beneficiary upon her
 5 death. Death is often and regularly preceded by severe and protracted illness during which, the
 6 dying person is incapacitated. Such was the case for Ms. Castellanos. And, Ms. Castellanos'
 7 case was not unique. Incapacity caused by a terminal illness (and its treatment) which is slowly
 8 killing a person, is to be expected by the insurance industry. If the Policy is not read to toll the
 9 premium payment deadline for a reasonable time during decedent's incapacity due to her
 10 terminal illness, then the contract provides an unconscionable and regularly recurring escape
 11 hatch for Great American to receive premiums but not have to pay benefits.

12 28. Defendant disagrees with Plaintiff's interpretation of the Policy.

13 29. By reason of the foregoing, an actual controversy has arisen and a real dispute
 14 now exists between Plaintiff and Defendants, and each of them, concerning their respective
 15 rights and duties. A declaration of rights and duties is necessary and appropriate at this time in
 16 order that the Plaintiff may ascertain her rights and duties because no other adequate and
 17 expeditious remedy exists by which the rights of the parties may be determined.

SECOND CAUSE OF ACTION

(Breach of Contract)

20 30. Plaintiff realleges and incorporates herein by reference, all of the factual
 21 allegations contained in paragraphs 1-24, inclusive, of this Complaint.

22 31. Ms. Castellanos entered into a written contract for insurance with Great
 23 American—the Policy to which Plaintiff is a third party and intended beneficiary.

24 32. Ms. Castellanos died. Therefore, Plaintiff is entitled to benefits under the Policy.

25 33. Defendants breached the Agreement by, among other things, failing to pay the
 26 death benefit to Plaintiff.

27 34. Defendants are estopped from asserting that Ms. Castellanos failed to pay the
 28 premium because they never returned her payment to her.

1 35. Defendants waived the right to refuse acceptance of Ms. Castellanos' late
 2 premium payment by failing to return her payment to her.

3 36. There is implied in every contract, a covenant of good faith and fair dealing that
 4 each party will not do anything that will deprive the other party their benefits of the contract. By
 5 refusing to recognize and account for Ms. Castellanos' incapacity and by refusing to toll the time
 6 in which premiums would be accepted to accommodate that incapacity, and by refusing to pay
 7 Plaintiff's claim, Great American has breached the contract. In so breaching the Policy contract,
 8 Great American has obtained a windfall.

9 37. Plaintiff performed all conditions, covenants and promises required on her part to
 10 be performed in accordance with the terms and conditions of the insurance contract except for
 11 those conditions which were prevented or excused by Defendants' breaches and/or those which
 12 are curable as described herein.

13 38. As a result of Defendants' breaches, Plaintiff is owed damages in an amount to be
 14 determined according to proof, including but not limited to, the Policy death benefits, and
 15 interest on that amount since the date of Ms. Castellanos' death.

THIRD CAUSE OF ACTION

17 (Unfair Business Practices Pursuant to Business and Professions Code § 17200, *et seq.*)

18 39. Plaintiff realleges and incorporates herein by reference, all of the factual
 19 allegations contained in paragraphs 1-38, inclusive, of this Complaint.

20 40. The actions of Defendants, and each of them, as alleged above constitute
 21 unlawful, unfair or fraudulent business acts and/or practices pursuant to the California Unfair
 22 Competition Act found in Business & Professions Code ("Bus. & Prof. Code") section 17200, *et*
 23 *seq.*

24 41. Defendants were unjustly enriched in the amount of the Policy death benefit, and
 25 that amount should be restored to Plaintiff as the beneficiary under the Policy.

26 42. Plaintiff brings this action pursuant to Bus. & Prof. Code section 17200, *et seq.*
 27 for restitution.

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FOURTH CAUSE OF ACTION**(Revision of Cancellation of Policy)**

43. Plaintiff realleges and incorporates herein by reference, all of the factual allegations contained in paragraphs 1-24, inclusive, of this Complaint.

44. Ms. Castellanos entered into a written contract for insurance with Great American—the Policy which provided a benefit of \$250,000 to Plaintiff upon Ms. Castellanos' death.

45. Ms. Castellanos died. And, if the Policy was in force at that time, Plaintiff is entitled to payment of the death benefit.

46. Ms. Castellanos was incapacitated during her 2005-06 Hospitalization. Therefore, she was unable to make a decision to cancel the Policy by failing to pay on time. Great American, however, treated Ms. Castellanos' actions as those of a competent person and cancelled the Policy when it did not receive the premium payment on time.

47. Ms. Castellanos' decision to not pay her premium must be rescinded because she was not competent pursuant to CC section 39 and Prob. Code section 812 to make that decision.

48. Plaintiff offers to pay any and all back premiums owed after revision of the cancellation so that the Policy is in force as of the date of death and the death benefits may be paid.

19 WHEREFORE, Plaintiff prays for judgment herein against Defendants and each of them
20 as follows:

For the First Cause of Action:

22. For a declaration by the Court of the respective rights and duties of the parties
23 concerning the Policy and specifically that the premium payment sent by decedent was timely
24 and the Policy was in force so as to provide death benefits to Plaintiff as the beneficiary.

For the Second Cause of Action

26. For compensatory damages in an amount according to proof and more than the
27 minimum jurisdiction of this Court in an amount estimated to be in excess of \$250,000; and
28. Pre-judgment interest at the legal rate.

1 For the Third Cause of Action

2 1. Restitution and/or disgorgement of money obtained through unlawful, unfair
3 and/or fraudulent business practices pursuant to Bus. & Prof. Code section 17200.

4 For the Fourth Cause of Action

5 1. For rescission of Great American's cancellation of the Policy.

6 For All Causes of Actions

7 1. For costs of suit incurred herein, and

8 2. For such other and further relief as the Court may deem proper.

9 DATED: 9/5/07

10 LAW OFFICE OF WILLIAM E. O'NEILL

11 By:

12 
William E. O'Neill, Esq. Attorney for
Plaintiff, Catherine Beck

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COMPLAINT

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Beck v. Great American Life Ins. Co.

**GREAT AMERICAN® LIFE
INSURANCE COMPANY**

Built on relationships and
focused on service.



**GREAT AMERICAN®
LIFE INSURANCE COMPANY**

LIFE DIVISION

Exhibit A, Pg. 13



GREAT AMERICAN LIFE INSURANCE COMPANY

A Stock Insurance Company

Domicile Address: 580 Walnut Street, Cincinnati, Ohio 45202
Life Division: P.O. Box 5416, Cincinnati, Ohio 45201-5416

TERM LIFE INSURANCE TO AGE 95

Insurance payable if the insured dies while this policy is in force.
Premiums payable while the insured is alive until the Expiration Date.

This policy is convertible to age 75.

This policy is nonparticipating.

GREAT AMERICAN LIFE INSURANCE COMPANY AGREES to: 1) pay the proceeds to the beneficiary on receipt at its Life Administration Office of proof that the insured died while this policy was in force; and 2) provide the other rights and benefits according to the terms and conditions of this policy.

THIRTY DAY EXAMINATION-RIGHT TO CANCEL

If the Policyowner is not satisfied with this policy, it may be cancelled on or before the 30th day after its receipt by delivering it to our Life Administration Office or to the agent through whom it was purchased. Immediately upon such delivery or mailing, this policy will be treated as if it never existed. Any premium paid will be refunded within 10 days after we have received this policy.

This policy is a legal contract between the Policyowner and Great American Life Insurance Company.

PLEASE READ YOUR POLICY CAREFULLY!

Signed for Great American Life Insurance Company on the Policy Date,

Betty Kaspovic
Secretary

James M. Martin
Executive Vice President

PGRAT97NW1

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Notice

PGRAT97NWI.

POLICY SPECIFICATIONS**POLICY AND RIDERS**

FORM NUMBER	BENEFIT	FACE AMOUNT	COVERAGE ENDS
PGRAT97NW1	TERM LIFE INSURANCE TO AGE 95	\$250,000	DECEMBER 15, 2056

ANNUAL PREMIUM SCHEDULE*

POLICY YEAR	BASE POLICY	ACCIDENTAL DEATH	WAIVER OF PREMIUM	ADDITIONAL RIDERS + EXTRAS	TOTAL ANNUAL PREMIUM
1	\$487.50				\$487.50
2	\$487.50				\$487.50
3	\$487.50				\$487.50
4	\$487.50				\$487.50
5	\$487.50				\$487.50
6-30	\$487.50				\$487.50

* PREMIUMS ARE GUARANTEED TO REMAIN AT THE ABOVE AMOUNTS FOR THE FIRST 30 YEARS. AFTER THE 30th POLICY YEAR, THE PREMIUM FOR TERM LIFE INSURANCE AND ANY ATTACHED RIDERS MAY INCREASE, BUT WILL NEVER BE MORE THAN THE PREMIUMS SHOWN ON THE GUARANTEED MAXIMUM PREMIUM SCHEDULE.

PREMIUMS LISTED ABOVE INCLUDE AN \$80.00 POLICY FEE.

PREMIUMS PAID OTHER THAN ANNUALLY ARE DETERMINED BY MULTIPLYING THE TOTAL ANNUAL PREMIUM BY A CERTAIN PERCENTAGE. SUCH PERCENTAGES ARE: .51(SEMIANNUAL); .26(QUARTERLY); AND .0875(MONTHLY BANK DRAFT).

INSURED OLIVIA Y CASTELLANOS
 SEX AND AGE FEMALE 37
 RATE CLASS SELECT
 POLICY NUMBER EM9802676

FACE AMOUNT \$250,000
 POLICY DATE DECEMBER 15, 1998
 EXPIRATION DATE DECEMBER 15, 2056

PGRAT97NW1

POLICY SPECIFICATIONS (Cont'd)
GUARANTEED MAXIMUM PREMIUM SCHEDULE

RATE CLASS: SELECT

GUARANTEED MAXIMUM ANNUAL PREMIUMS AFTER THE ANNUAL PREMIUM SCHEDULE GUARANTEE PERIOD
 ON THE SPECIFICATIONS PAGE ENDS.

ATTAINED AGE	BASE POLICY	ACCIDENTAL DEATH	WAIVER OF PREMIUM	ATTAINED AGE	BASE POLICY	ACCIDENTAL DEATH
67	\$10,112.50					
68	\$11,000.00					
69	\$11,950.00					
70	\$13,042.50					
71	\$14,350.00					
72	\$15,975.00					
73	\$17,950.00					
74	\$20,267.50					
75	\$22,900.00					
76	\$25,787.50					
77	\$28,887.50					
78	\$32,200.00					
79	\$35,817.50					
80	\$39,900.00					
81	\$44,567.50					
82	\$49,967.50					
83	\$56,187.50					
84	\$63,080.00					
85	\$70,630.00					
86	\$78,700.00					
87	\$87,337.50					
88	\$96,450.00					
89	\$106,175.00					
90	\$116,492.50					
91	\$127,617.50					
92	\$139,855.00					
93	\$153,800.00					
94	\$170,862.50					

Attained age means the Insured's Age at the beginning of the Policy Year.

The above base policy rates are based on the 1980 CSO Female Non-Smoker Mortality Table.
 Age Nearest Birthday.

Premiums listed above include an \$80.00 policy fee.

PGRAT97MW1

3-1

Exhibit A, Pg. 17

DEFINITIONS

When We use the following words, this is what We mean:

You, your: The owner of this policy.

We, us, our: Great American® Life Insurance Company.

Insured: The person whose life is insured under this policy, as shown on page 3.

Face Amount: The amount of insurance as shown on page 3 or any endorsement to page 3.

Age: The insured's age nearest birthday.

Proceeds: The amount we are obligated to pay under the terms of the policy when the Insured dies.

Policy Date: The date this policy takes effect, as shown on page 3. This is also the date from which Policy Anniversaries, Policy Years, and Policy Months are determined.

Policy Anniversary: The same day and month as your Policy Date for each succeeding year your policy stays in force.

Policy Year: A period of 12 months beginning each year on the month and day of the Policy Date.

Policy Month: A period beginning each month on the day of the Policy Date and ending the next month on the day preceding the day of the Policy Date.

Expiration Date: The date this policy is scheduled to end. This date is shown on page 3.

Written Request: A request in writing signed by You. All correspondence with us should be sent to our Life Administration Office: P.O. Box 5416, Cincinnati, Ohio 45201-5416. We may require that your policy be sent in with your request.

SECTION 1 — GENERAL PROVISIONS

Contract

The entire contract consists of this policy, the attached application, any supplemental applications and any riders, amendments or endorsements attached to this policy. All statements in the application will be representations and not warranties. No statement will be used to void this policy, or to contest a claim under it, unless it appears in the application.

Modifications

No agent has the authority to modify, change or waive any provision of this policy. A modification will only be valid if it is in writing and signed either by our President, a Vice President or the Secretary. We may request that you submit this policy for endorsement to show any change.

Incontestability

We will not contest this policy after it has been in force during the Insured's life for two years from the Policy Date.

If this policy is reinstated, this provision will be measured from the reinstatement date, and will be limited to material misrepresentations in the reinstatement application.

This provision does not apply to any provision for Waiver of Premiums or Accidental Death Benefits.

Suicide

If the Insured commits suicide while sane or insane within two years from the Policy Date, the Proceeds will not be paid. Instead, the beneficiary will receive an amount equal to the premium paid. If the law of the state where this policy is issued provides a shorter period, that law will govern.

Protection of Payments

Unless You and We agree to it, or unless otherwise provided in this policy, no one entitled to receive benefits under this policy may commute, pledge, sell or assign any part of such benefits. To the extent permitted by law, such benefits shall not be subject to the claims of any Payee's creditors or to legal process against any Payee.

Age or Sex

If the Insured's age or sex is misstated in the application, the Face Amount will be adjusted. The adjusted amount will be the Face Amount the premium paid would have provided based on the Insured's correct age and sex.

The age shown on page 3 is the Insured's age as of the Policy Date.

End of Policy

This policy will end on:

1. the date You request it ends;
2. the date the Insured dies;
3. the Expiration Date of Policy;
4. the date the grace period ends if sufficient premium has not been paid;
5. the conversion date; or
6. the exchange date;

whichever is earlier.

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SECTION 2 — DEATH BENEFIT PROCEEDS

Proceeds

If the Insured dies while this policy is in force and before the Expiration Date, We will pay the Proceeds to the beneficiary. The Proceeds are the sum of:

- (a) the Face Amount; PLUS
- (b) any insurance on the Insured's life that may be provided by riders to this policy; PLUS
- (c) that portion of any premium paid which applies to a period beyond the month in which the Insured dies; LESS
- (d) any unpaid premium if death occurs during the grace period.

We will pay the Proceeds to the beneficiary after We receive due proof of death and proper written claim. We will pay interest of not less than 3% per year from the date of death to the payment date, or any higher rate as required by law, from the date of death to the payment date.

SECTION 3 — PREMIUMS AND REINSTATEMENT

Premium Payments

Premiums must be paid to us at our Life Administration Office. You may pay the first premium to us at our Life Administration Office or to our agent. If You would like a receipt for a premium payment, We will give You one upon request. You may choose the frequency of the payments. The first premium must be paid no later than when this policy is delivered. There is no insurance unless the first premium is paid while all statements and answers in all parts of the application remain correct. Each premium after the first is due on the first day of the Policy Month following the end of the period for which the preceding premium was paid. Each premium should be paid on or before the date it is due.

Premium Rates

The premium on the Policy Date is the premium shown in the Annual Premium Schedule. The premium will continue at this level for the period specified in the Annual Premium Schedule on Page 3. Subsequent premiums for term life insurance and any attached waiver of premium rider are guaranteed not to exceed the amounts shown on Page 3 during the periods indicated and the amounts computed from the table on Page 3-1 in subsequent years. We will give You written notice of each premium change. We will not change the premium more than once in any Policy Year. Any policy fee shown is in addition to your annual premiums as calculated from the tables.

Premiums are based on our expectations regarding such factors as mortality, investment earnings and expenses. Any change in the premium will be based on the prospective reevaluation of these factors. We will apply any change in the premium on a uniform basis to all insureds of the same age, sex and rate class whose policies are for the same amount of insurance and have been in force for the same length of time. We will not change the premium or rate class because of changes in the Insured's health, occupation, or other risk factors after this policy takes effect.

Premium Payment Frequency

We will send premium notices according to the scheduled premium chosen. You can ask us to change the amount and frequency of the premium by sending us a Written Request. You may choose from annual, semi-annual, quarterly, or monthly bank draft.

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SECTION 3 — PREMIUMS AND REINSTATEMENT (Cont'd.)

Grace Period

We will allow You 31 days from the premium due date to pay each premium after the first. This period is called the grace period. This policy will stay in force during the grace period. If You do not pay the premium due by the end of the grace period, this policy will terminate on the day after the grace period ends.

If the Insured dies during the grace period, We will pay the death benefit, but We will deduct from it the premium needed to cover the period from the beginning of the grace period to the end of the Policy Month in which the Insured died.

Reinstatement

If a grace period has ended without payment of required premium and this policy has terminated, You may apply to reinstate it. To reinstate this policy You must:

- (a) apply in writing within five years after the end of the grace period and before the Expiration Date;
- (b) provide due proof acceptable to us, that the Insured's health, occupation, and other risk factors have not materially changed since the Policy Date; and
- (c) pay all overdue premiums for the base policy and any riders plus 6% interest per year, compounded annually, from their due dates to the date of reinstatement.

The date of reinstatement will be the first day of the Policy Month on or next following the date We approve your application for reinstatement. When this policy is reinstated, a new two-year contestable period will apply with respect to material misrepresentations made in the application for reinstatement.

Reserve Basis

The reserves for this policy are equal to or greater than those required by law. A detailed statement of the method of computing reserves has been filed with the insurance supervisory official of the state in which this policy is delivered.

SECTION 4 — OWNERSHIP AND BENEFICIARY

Owner

The owner of this policy is the Insured person named on page 3, unless stated otherwise in the application or later changed. As owner, You can exercise all rights under your policy while the Insured is alive. You can change the ownership if You send us a Written Request to do so. If a new owner is named, any earlier designations will be void.

Beneficiary

The beneficiary is the person or persons named by You to receive the Proceeds when the Insured dies. If two or more beneficiaries are alive when the Insured dies, We will pay them in equal shares unless You have chosen otherwise. If no beneficiary is alive when the Insured dies, You will be the beneficiary if living, otherwise the Proceeds will be paid to your estate.

Change

To change the owner or beneficiary, send a Written Request while the Insured is alive. The change will not take effect until it is recorded at our Life Administration Office. Once recorded, it will take effect as of the date You signed it. The change will not apply to any payment made by us before We recorded your request. If You have named an irrevocable beneficiary, You will need that beneficiary's consent in order to make a change of beneficiary.

Assignment

You may assign this policy. We will not be bound by any assignment unless it is in writing, signed by You, and is recorded at our Life Administration Office. We are not responsible for the validity of any assignment. Any amount to be paid to an assignee will be paid in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of the assignment.

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SECTION 5 — EXCHANGE PROVISION

You may exchange this policy for a new policy on this plan of insurance at any time after the initial premium guarantee period, subject to:

- (a) proof of insurability acceptable to us; and
- (b) the Insured's age not being greater than the maximum issue age for the policy at the time of exchange.

The New Policy

The Policy Date of the new policy will be the date of the exchange, which is the date we receive your application for exchange, accompanied by your first premium. The issue age will be the Insured's age on the date of the exchange. We will determine the rate class and approve the amount of insurance based on the evidence of insurability provided. The premiums for the new policy will be based on the premium rates in effect on the new Policy Date, and on the issue age of the new policy.

SECTION 6 — CONVERSION PROVISION

You may convert the amount of term life insurance provided by this policy to a new policy on a different plan of insurance. The conversion date may be the first day of any Policy Month when:

- (a) this policy is in effect;
- (b) all premiums due before that date have been paid; and
- (c) the Insured is age 75 or younger.

To convert this policy, You must submit a written application and pay the first premium due on the new policy. We will not require evidence of insurability to convert the term life insurance provided by this policy.

The New Policy

The amount of insurance provided by the new policy will be the same as the amount of term life insurance provided by this policy. The Policy Date will be the same as the conversion date. The issue age will be the Insured's age on the conversion date. The rate class will be the same as this policy. The plan of insurance may be any life insurance plan, designated by the Company, provided:

- (a) the plan is available to persons of the Insured's age on that date;
- (b) the amount of insurance to be provided is available under the plan on that date; and
- (c) our risk, excluding any riders, does not increase as a result of the conversion.

There will always be at least one policy available for issue under this section.

The premium rates for the new policy will be those in effect on the Policy Date of the new policy, based on the issue age of the new policy.

The Incontestability and Suicide provisions will be effective from the Policy Date of this policy.

SECTION 7 — PAYMENT OF BENEFITS

Payment

Any amount to be paid under this policy will be paid in a lump sum, unless one of the following payment options is chosen. All or part of the amount to be paid may be applied to any payment option.

Payment Options

1. Interest Payments - Any amount applied under this option will earn interest that can either be paid to You monthly or left to accumulate. Interest will be credited at an effective rate of 3% per year or any higher rate we declare. The first interest payment will be made one month after this option takes effect. You may withdraw the accumulated interest and all or part of the amount at any time. The minimum withdrawal allowed will be \$500.
2. Fixed Period Payments - We will make periodic payments for a fixed period. The first payment will be paid as of the last day of the initial payment interval. The maximum time over which payments will be made by us or money will be held by us is thirty (30) years.
3. Fixed Amount Payments - Monthly payments of not less than \$5 per \$1,000 of the amount applied under this option will be made until the full amount plus interest has been paid. The first payment will be made on the date this option takes effect. The unpaid balance may be withdrawn at any time.
4. Life Income Payments - Monthly payments will be made according to the option chosen below. The first payment will be made on the date this option takes effect. Payments will be based on the payee's sex and age on the date the first payment is due. Payment will be subject to satisfactory proof of the payee's age.
 - (a) Life Income - Payments will be made only during the lifetime of the payee.
 - (b) Life Income with Certain Period - Payments will be made for a guaranteed period of either 10 or 20 years. Such payments will be made even if the payee dies. After the certain period, payments will only be made while the payee is alive.
 - (c) Life Income with Refund Provision - Payments will continue after the payee dies, until the sum of the payments equals the amount applied under the option. If the payee is alive when the sum of the payments equals the amount applied under this option, payments will continue until the payee dies.

We reserve the right to require proof that the payee is alive at any time any payment is made. You may not withdraw any amount applied to any of the life income options.

5. Other Payment Options - Any amount payable under this policy may be paid in any manner agreed to by us.

Payment Frequency

Annual, semi-annual or quarterly payments may be made instead of monthly.

Payment Option Rates

1. Interest Payments, Fixed Period Payments and Fixed Amount Payments - Amounts applied to these options will earn interest at rates declared annually by us. The minimum effective rate will be 3% per year. Interest in excess of 3% will increase the amount of payments or, for the Fixed Amount Payments Option, the period of payments will be lengthened. The present value of any unpaid payment will be based on the 3% interest rate. We may offer higher guaranteed rates with certain conditions on amounts and withdrawals.
2. Life Income Options - Payments will be based on rates declared by us. Payments will not be less than the minimums described in the Minimum Income Tables on pages 11, 12 and 13.

SECTION 7 – PAYMENT OF BENEFITS (Cont'd)

Basis of Values

Minimum income rates are based on the 1983 Individual Annuity Mortality Table. Interest is assumed at the rate of 3% per year.

Payment Option Guidelines

Choice of Payment Options

You may choose a payment option while the insured is alive. When the insured dies, the beneficiary may choose payment option if no option is then in effect.

Effective Date

The most recent payment option chosen by You and recorded at our Life Administration Office while the insured is alive, will take effect on the date the insured dies. All other payment options will take effect when the Written Request is recorded at our Administrative Office or later, if specified.

Transfer Between Options

A beneficiary receiving payment under an option with the right to withdraw may transfer the withdrawal value to any other option available.

Life Income

Option Limitations

The life income option will not be available, except with our consent, if the payee is one of the following:

1. corporation;
2. partnership;
3. association; or
4. guardian, trustee or representative of an estate.

Minimum Amounts

Amounts of less than \$5,000 may not be applied under any payment option. If payments are less than \$20, We have the right to change the payment frequency or pay the withdrawal value.

Payment Certificate

At the time an amount becomes payable under a payment option, a payment certificate will be issued to the payee in exchange for this policy. The effective date of the certificate will be the effective date of the option.

Death of Payee

If any payments remain to be made when the payee dies, they will be made according to the terms of the payment certificate.

Withdrawal and

Change Limitations

The right to change the method of payment will be available if it is provided in the payment certificate. Any change or withdrawal will be subject to the Payment Options and Payment Option Guidelines provisions of this policy.

Deferment

We may delay paying a withdrawal for up to 6 months from the date the Written Request is recorded at our Life Administration Office. If We delay for 30 days or more, interest will be paid on the withdrawal at an effective rate of 3%. We may declare a higher rate from the date the withdrawal request is recorded to the payment date. We also may require the payment certificate for endorsement.

SECTION 7 — PAYMENT OF BENEFITS (Cont'd.)

Minimum Income Tables

The tables list the minimum income per \$1,000 of the amount applied under Options 2 and 4.

MINIMUM INCOME TABLES MINIMUM INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

OPTION 2 — Fixed Period Payments

Period (Years)	Annual Payment	Semi-Annual Payment	Quarterly Payment	Monthly Payment
1	\$1,030.00	\$ 511.19	\$ 254.65	\$ 84.68
2	522.61	259.37	129.21	42.98
3	353.53	175.46	87.41	29.06
4	268.03	133.52	68.51	22.12
5	218.35	108.37	53.99	17.95
6	184.60	91.62	45.64	15.18
7	160.51	79.66	39.88	13.20
8	142.48	70.70	35.22	11.71
9	128.43	63.74	31.75	10.56
10	117.23	58.18	28.98	9.64
11	108.08	53.84	26.72	8.88
12	100.46	49.88	24.84	8.28
13	94.03	46.67	23.25	7.73
14	88.53	43.94	21.89	7.28
15	83.77	41.57	20.71	6.89
16	79.61	39.51	19.68	6.54
17	75.95	37.70	18.78	6.24
18	72.71	36.09	17.98	5.98
19	69.81	34.65	17.26	5.74
20	67.22	33.38	16.62	5.53
21	64.87	32.20	16.04	5.33
22	62.75	31.14	15.51	5.16
23	60.81	30.18	15.04	5.00
24	59.05	29.31	14.60	4.85
25	57.43	28.50	14.20	4.72
26	55.94	27.76	13.83	4.60
27	54.56	27.08	13.49	4.49
28	53.29	26.45	13.18	4.38
29	52.11	25.86	12.88	4.28
30	51.02	25.32	12.61	4.19

OPTION 4 — LIFE INCOME PAYMENTS

Life Only	MALE		Age Nearest Birthday of Payee When 1 st Payment is Payable	FEMALE		
	10 Year Certain	20 Year Certain		Life Only	10 Year Certain	20 Year Certain
2.81	\$ 2.81	\$ 2.81	0-5	\$ 2.75	\$ 2.75	\$ 2.75
2.83	2.82	2.82	6	2.76	2.76	2.76
2.84	2.84	2.83	7	2.77	2.77	2.77
2.85	2.85	2.84	8	2.78	2.78	2.78
2.86	2.86	2.86	9	2.79	2.79	2.79
2.87	2.87	2.87	10	2.80	2.80	2.80
2.89	2.89	2.88	11	2.81	2.81	2.81
2.90	2.90	2.90	12	2.82	2.82	2.82
2.92	2.91	2.91	13	2.83	2.83	2.83
2.93	2.93	2.92	14	2.85	2.85	2.84

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SECTION 7 — PAYMENT OF BENEFITS (Cont'd.)
MINIMUM INCOME TABLES (Cont'd.)
MINIMUM INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

OPTION 4 — LIFE INCOME PAYMENTS

Life Only	MALE		Age Nearest Birthday of Payee When 1 st Payment is Payable	FEMALE	
	10 Year Certain	20 Year Certain		Life Only	10 Year Certain
2.95	2.95	2.94	15	2.86	2.86
2.96	2.96	2.96	16	2.87	2.87
2.98	2.98	2.97	17	2.89	2.89
3.00	3.00	2.99	18	2.90	2.90
3.02	3.01	3.01	19	2.92	2.91
3.04	3.03	3.03	20	2.93	2.93
3.06	3.05	3.05	21	2.95	2.94
3.08	3.07	3.07	22	2.96	2.96
3.10	3.09	3.09	23	2.98	2.98
3.12	3.12	3.11	24	3.00	2.99
3.14	3.14	3.13	25	3.02	3.01
3.17	3.16	3.15	26	3.04	3.03
3.19	3.18	3.18	27	3.06	3.05
3.22	3.22	3.20	28	3.08	3.07
3.25	3.24	3.23	29	3.10	3.09
3.28	3.27	3.26	30	3.13	3.12
3.31	3.30	3.29	31	3.15	3.14
3.34	3.33	3.32	32	3.18	3.16
3.37	3.37	3.35	33	3.20	3.19
3.41	3.40	3.38	34	3.23	3.22
3.44	3.44	3.41	35	3.26	3.24
3.48	3.48	3.45	36	3.29	3.27
3.52	3.51	3.48	37	3.32	3.30
3.57	3.56	3.52	38	3.35	3.33
3.61	3.60	3.56	39	3.39	3.37
3.66	3.64	3.60	40	3.42	3.40
3.71	3.69	3.64	41	3.46	3.43
3.76	3.74	3.68	42	3.50	3.47
3.81	3.79	3.73	43	3.54	3.51
3.87	3.85	3.77	44	3.59	3.55
3.93	3.90	3.82	45	3.63	3.59
3.99	3.96	3.87	46	3.68	3.63
4.05	4.02	3.92	47	3.73	3.72
4.12	4.09	3.97	48	3.79	3.77
4.19	4.15	4.03	49	3.84	3.77
4.27	4.22	4.08	50	3.90	3.82
4.34	4.29	4.14	51	3.97	3.88
4.43	4.37	4.20	52	4.03	3.93
4.51	4.45	4.26	53	4.10	3.99
4.60	4.54	4.32	54	4.18	4.04
4.70	4.62	4.39	55	4.26	4.11
4.80	4.72	4.45	56	4.34	4.17
4.91	4.82	4.51	57	4.42	4.23
5.03	4.92	4.58	58	4.52	4.30
5.15	5.03	4.64	59	4.61	4.37

SECTION 7 — PAYMENT OF BENEFITS (Cont'd.)
MINIMUM INCOME TABLES (Cont'd.)
MINIMUM INCOME PAYMENTS FOR EACH \$1,000 OF AMOUNT PAYABLE

OPTION 4 — LIFE INCOME PAYMENTS

Life Only	MALE		Age Nearest Birthday of Payee When 1 st Payment Is Payable	FEMALE	
	10 Year Certain	20 Year Certain		Life Only	10 Year Certain
5.28	\$ 5.14	\$ 4.71	60	\$ 4.72	\$ 4.66
5.42	5.28	4.78	61	4.83	4.76
5.57	5.39	4.84	62	4.95	4.88
5.74	5.52	4.90	63	5.07	4.98
5.91	5.68	4.98	64	5.21	5.10
6.10	5.81	5.02	65	5.35	5.22
6.29	5.96	5.08	66	5.51	5.38
6.50	6.11	5.13	67	5.67	5.50
6.73	6.28	5.18	68	5.85	5.65
6.97	6.44	5.23	69	6.04	5.80
7.23	6.61	5.27	70	6.25	5.96
7.51	6.78	5.31	71	6.47	6.14
7.80	6.96	5.34	72	6.71	6.31
8.12	7.14	5.37	73	6.97	6.50
8.45	7.32	5.40	74	7.26	6.69
8.82	7.49	5.42	75	7.56	6.89
9.21	7.67	5.44	76	7.90	7.09
9.62	7.84	5.45	77	8.28	7.29
10.07	8.01	5.47	78	8.65	7.49
10.56	8.17	5.48	79	9.07	7.69
11.06	8.33	5.49	80	9.53	7.89
11.61	8.48	5.49	81	10.03	8.08
12.19	8.61	5.50	82	10.57	8.26
12.81	8.74	5.50	83	11.16	8.43
13.46	8.88	5.51	84	11.79	8.59
14.16	8.97	5.51	85	12.48	8.74
14.89	9.06	5.51	86	13.21	8.87
15.66	9.15	5.51	87	14.00	9.09
16.47	9.23	5.51	88	14.84	9.09
17.33	9.30	5.51	89	15.74	9.18
18.25	9.36	5.51	90	16.68	9.26
19.24	9.42	5.51	91	17.68	9.33
20.29	9.48	5.51	92	18.69	9.38
21.42	9.50	5.51	93	19.75	9.43
22.64	9.53	5.51	94	20.86	9.48
23.96	9.58	5.51	95	22.01	9.51

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GREAT AMERICAN LIFE INSURANCE COMPANY
Life Division • P.O. Box 5416 • Cincinnati, OH 45201-5416

ACCELERATED BENEFIT RIDER

ANY PAYMENT MADE UNDER THIS RIDER WILL REDUCE POLICY DEATH BENEFITS AND ANY POLICY CASH OR OTHER ACCUMULATED VALUES. ANY PAYMENT MADE UNDER THIS RIDER MAY BE TAXABLE AS WITH ALL TAX MATTERS, A TAX ADVISOR SHOULD BE CONSULTED.

BENEFIT - An Accelerated Benefit Payment is an accelerated payment of life insurance proceeds for a medically determinable condition resulting in a life expectancy of twelve (12) months or less or for permanent confinement to a nursing home.

ELIGIBLE PROCEEDS - The Eligible Proceeds are equal to the Proceeds of the policy, LESS:

- (a) Decreasing Term Rider Amounts; and
- (b) Level Term Rider amounts with less than one year to termination.

BENEFIT BASE - The Benefit Base is the present value of the Eligible Proceeds elected to be transferred. The Benefit Base may be paid in a lump sum or in monthly installments. Payment will be made according to the rules for the option under which election is made.

The present value computation takes into consideration:

- (a) expected future premiums; and
- (b) a processing charge of not more than \$250.

Present values will be based on experience assumptions for the option under which the election is made as defined in the Eligibility provision. The interest rate used in discounting future values will not be less than 3% per year, nor greater than:

- (a) the Monthly Average Corporate Bond Yield published by Moody's Investor Service, Inc., or any successor to that service; or
- (b) If that monthly average is no longer published, a substantially similar average established by regulations issued by the insurance supervisor of the state in which the policy to which this rider is attached is delivered.

The Benefit Base will be:

- (a) no less than the net Cash Value of the policy's Proceeds elected to be transferred; and
- (b) not more than the policy's Proceeds elected to be transferred.

ELECTION FOR TRANSFER - You may elect to transfer up to 75% of the Eligible Proceeds to a Benefit Base if the Insured qualifies as defined in the Eligibility provision of this rider. You must have a combined total Face Amount of at least \$10,000 to exercise this rider. The amount transferred must be at least \$7,500 and can be no more than \$200,000. Amounts transferred under all policies with this rider or a similar rider count towards these limits.

This rider may be exercised only one time for each insured. If there is more than one covered insured under any policy, this benefit may only be exercised on amounts of coverage for the insured who is eligible as defined in the Eligibility provision.

Transfers under this rider cannot be elected unless this policy is in force other than as extended insurance. We must receive the consent of all irrevocable beneficiaries and/or all assignees before we will transfer any Eligible Proceeds.

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All elections to transfer must be in writing to us and must be delivered to the Life Administration Office. The policy must accompany this election. The election must indicate the option for which the Insured is qualified to transfer eligible proceeds. The election must include the information required under the Limited Life Expectancy Option or Nursing Home Option, according to the Option selected.

Accelerated Benefits are made available only on a voluntary basis. If you are required by law to use this rider to pay or meet the claims of creditors, or required by a government agency to use this rider to apply for, obtain or maintain a government benefit, you are not eligible to elect this rider.

ELIGIBILITY

LIMITED LIFE EXPECTANCY OPTION - If the Insured suffers a medically determinable condition resulting in a life expectancy of 12 months or less, this option may be elected. You must provide us with evidence satisfactory to us of the Insured's medical condition. A licensed physician's certification of the Insured's life expectancy is required.

Unless a lump sum payment of the Benefit Base is requested in writing, the Benefit will be paid in equal monthly payments for 12 months. These payments will be based on an interest rate of not less than 3% per year.

NURSING HOME OPTION - This option may be elected if the Insured:

- (a) is confined to an Eligible Nursing Home;
- (b) has been confined in an Eligible Nursing Home continuously for at least 90 days prior to the election; and
- (c) is expected to stay in the Eligible Nursing Home until death.

You must provide us with evidence satisfactory to us of the above. A licensed physician's certification that the Eligible Nursing Home stay is expected to continue to death is required.

An Eligible Nursing Home is an institution or part of a hospital which:

- (a) is a Medicare approved skilled nursing care service provider; or
- (b) is licensed by the state in which it is located as a skilled nursing facility or an intermediate care facility; or
- (c) meets all of the following requirements:
 - (1) has as its main function, providing nursing care;
 - (2) is supervised by a registered nurse or licensed practical nurse;
 - (3) maintains a daily medical record of each patient; and
 - (4) dispenses and maintains records and control for all medications dispensed.

An institution which primarily provides residential facilities is not an Eligible Nursing Home.

Unless a lump sum payment of the Benefit Base is requested in writing, the benefit will be paid monthly for the years and at least in the amounts shown in the table below.

Attained Age of Insured	Payment Period In Years	Minimum Monthly Payment per \$1,000 Of Benefit Base
Under 64	10	\$ 9.64
65 - 69	9	10.58
70 - 73	8	11.71
74 - 77	7	13.20
78 - 81	6	15.18
82 - 85	5	17.95
86 - 87	4	22.12
88 - 89	3	29.06
90+	2	42.98

We reserve the right to set a maximum monthly benefit. Any maximum will be at least \$5,000.

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DEATH OF INSURED - If the Insured dies before all payments are made, the present value of future payments will be paid to the Beneficiary. Such payment shall be based on the interest rate used to compute the monthly payment.

EFFECT ON THE POLICY - After the policy's Eligible Proceeds have been transferred, the policy will stay in force for a reduced amount. The policy Proceeds and all policy values will be reduced by the percentage of Eligible Proceeds transferred. Policy values that will be reduced include:

- (a) face amount;
- (b) future policy premiums (excluding the policy fee);
- (c) cash values, if any;
- (d) amounts available under Reduced Paid-Up or Extended Term Insurance Nonforfeiture Options; and
- (e) policy loan amounts outstanding.

Any policy fees associated with the policy will not be reduced.

BENEFIT PAYMENT NOTICE - At the time an election is applied for under this rider, a Benefit Payment Notice will be provided to the Owner. This notice will show:

1. effect of election on policy death benefits, cash, loan and other values;
2. the effect of policy termination or maturity on benefit payments, if any;
3. amount of benefit; and
4. any exclusions or limitations.

EFFECTIVE DATE - This rider is attached to and made a part of the policy to which it is attached. This rider is effective as of the Issue Date of the policy.

TERMINATION - This rider will terminate on the earlier of:

1. the date coverage ends under the policy as shown on the Policy Specification Page; or
2. the date the policy matures, is surrendered, or terminates; or
3. the date we receive your written request to cancel this rider; or
4. the date any premium due for this policy remains unpaid at the end of the grace period; or
5. election of the Extended Term Nonforfeiture Option under the policy.

This rider is signed for Great American Life Insurance Company.

Secretary

Executive Vice President

GREAT AMERICAN® LIFE INSURANCE COMPANY

RACBR97NW1



GREAT AMERICAN LIFE INSURANCE COMPANY
Life Division • P.O. Box 5416 • Cincinnati, OH 45201-5416

AMENDMENT OF APPLICATION

I hereby amend my application for insurance, which was made to your Company on the 3rd day of August, 1998 as shown below:

- 1) Since my application was made to your Company, I have not submitted an application to any life or health insurance company nor have I been declined, rated, limited or postponed for any life or health insurance, except as follows:

If "no exceptions" please check box.

- 2) Since my application was made to your Company, I have not been ill or injured nor have I consulted any doctor or health practitioner, except as follows:

Physicians' or Practitioners' Name and Address	Consultation	Date	Duration	Result

REMARKS:

If "no exceptions" please check box.

I hereby agree that the above statement(s) shall be a part of my policy and application and that this amendment has been completed in duplicate and attached to policy EM9802676 at the time of delivery.

Dated at Chula Vista, Date December 19th, Month III, 1998

Witness Don B. Davis

Agent

Proposed Insured

Applicant, if other than Proposed Insured

IMPORTANT INFORMATION FOR THE AGENT - AMENDMENT IS TO BE SIGNED, DATED AND WITNESSED. RETURN THIS COPY TO THE ADMINISTRATIVE OFFICE.

This policy cannot be delivered until the amendment and the duplicate bound in the policy have been completed. No change in the wording of the amendment can be made. If the facts stated in the amendment are not correct, that is, there are "exceptions", do not have it signed. Return the policy and amendment with a letter of explanation to the Administrative Office.

If the statements in the amendment are correct without change, have the original and duplicate that is bound in the policy properly signed, dated and witnessed and mail the original to the Administrative Office. Be certain that the signature appears on both the original and duplicate of the amendment.

S607397NW1 THIS COPY IS TO BE BOUND IN OR ATTACHED TO THE POLICY.



GREAT AMERICAN LIFE INSURANCE COMPANY
Life Division • P.O. Box 5416 • Cincinnati, OH 45201-5416

Amendment to Policy No. EM9802676 and application of OLIVIA CASTELLANOS of
140 E 31ST STREET, NATIONAL CITY, CA 91950.

The Face Amount of this policy is \$250,000.

This policy has been issued at select rates.

I HEREBY AGREE THAT THE ABOVE STATEMENT OR STATEMENTS SHALL BE A PART OF
MY POLICY AND APPLICATION.

SIGNED THIS 19th DAY OF DECEMBER, 1998

WITNESS:

APPLICANT'S SIGNATURE

(IF 13 YEARS OR OLDER, OTHERWISE, PARENT'S SIGNATURE NEEDED)

MBFCA97NWI

Exhibit A, Pg. 32

REDACTED

GREAT AMERICAN LIFE INSURANCE COMPANY
Life Division • P.O. Box 5416 • Cincinnati, Ohio 45201-5416

PART I Please Print

Proposed Insured		OLIVIA Y CASTELLANOS		Complete only if Owner is not Proposed Insured	
First	Middle Initial	Last	Owner	Relationship	Birth Date
Address	140 E 31 ST STREET	City	NATIONAL CITY	Address	State Zip
City	CA	Zip	91950	Social Security Number	
Male <input type="checkbox"/>	Female <input checked="" type="checkbox"/>	Birth Date	Age 37	Birth State	A Marital Status <input checked="" type="checkbox"/> Driver's License#
Employer Name & Address		CITY - F CHULA VISTA 27 TH AVE		Occupation	C.S.O.
Send Premium Notice To: <input type="checkbox"/> Proposed Insured <input type="checkbox"/> Owner <input type="checkbox"/> Other (give name/address in Special Requests)					
INSURANCE APPLIED FOR: Plan Name AMER. AD 70 YEAR TERM Amount \$ 305,000					
PREMIUM MODE: <input type="checkbox"/> Annual <input type="checkbox"/> Semiannual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly Bank Draft <input type="checkbox"/> Other (Specify) _____					
Scheduled Premium (Modal - Universal Life Only) \$ Additional First Year Premium (Universal Life Only) \$					
Death Benefit Option (Universal Life Only) <input type="checkbox"/> Option A <input type="checkbox"/> Option B Preferred \$ 39.83					
ADDITIONAL BENEFITS BY RIDER					
<input type="checkbox"/> Spouse Term Insurance	<input type="checkbox"/> Waiver of Scheduled Premium (UL)	<input type="checkbox"/> Waiver of Premium	<input type="checkbox"/> Accidental Death Benefit		
<input type="checkbox"/> Children's Term Insurance	<input type="checkbox"/> Waiver of Monthly Deductions (UL)	<input type="checkbox"/> Other Riders			
Name of Other Insureds	Birth Date	Sex	Age	Height/Weight	Birthplace
					Social Security Number
					Relationship To Insured
					Amount Applied For

BENEFICIARY OF THE PROPOSED INSURED

Primary CATHIERNE Y BECKS Social Security No. Relationship MOTHER
 Name & Address _____

Contingent _____ Social Security No. Relationship _____
 Name & Address _____

LIFE INSURANCE (On any person proposed for coverage)

Will any life insurance, or annuities, in this or any other company be replaced, discontinued, reduced or changed if insurance now applied for is issued? Yes No MASS.

If "Yes," give details: OLIVIA GENERAL 1090301280 150,000 8796
 Insured Company Policy Number Amount Policy Date

Insured	Company	Policy Number	Amount	Policy Date
54A	150 00	VAIL-TERM 96	0	
Company	Amount	Plan	Year Issued	Amount ADB Standard Rated

SMOKING HABITS

PROPOSED INSURED: Used any tobacco last 36 months? Yes No 12 MONTHS? Yes No
 Currently use any form of tobacco? Cigarettes Pipe Cigars Other If so, For how long? _____

PROPOSED SPOUSE/ADDITIONAL INSURED: Used any tobacco last 36 months? Yes No 12 MONTHS? Yes No
 Currently use any form of tobacco? Cigarettes Pipe Cigars Other If so, For how long? _____

A601097NW1

HAS ANY PERSON PROPOSED FOR COVERAGE ...

- a. Ever applied for insurance or reinstatement which was declined, postponed, rated, modified or had any such insurance cancelled or a renewal premium refused?
 - b. Ever received or claimed indemnity, benefits, or a payment for any injury, sickness or impaired condition?
 - c. Engaged in or plan to engage in any form of motorized racing, scuba diving, parachuting, hang-gliding, ballooning, or mountain climbing? (If Yes, complete avocation questionnaire)
 - d. Ever made any flights as a pilot, student pilot, or crew member of any aircraft in the past three years or intend to do so in the future? (If Yes, complete aviation questionnaire)
 - e. Been charged but not acquitted of the violation of any criminal law, or fined more than \$100 for the violation of any traffic law, in the past three years?
 - f. Any intention of travelling or residing outside the U.S. or Canada in the next year?
 - g. Belong to or intend to join any active or reserve military or naval organization?

If answering "Yes" to any of the above questions a through g., please give details including name of person

PART II

TO THE BEST OF YOUR KNOWLEDGE AND BELIEF...

1. Has anyone proposed for coverage ever been treated for or had:

 - a. Impairment of the eyes or ears?
 - b. Dizziness, fainting, convulsions, headache, paralysis, or stroke within the last ten years?
 - c. Shortness of breath, blood spitting, bronchitis, asthma, emphysema, or chronic respiratory disorder within the last ten years?
 - d. Chest pain, palpitation, high blood pressure, heart murmur, heart attack, or other disorder of the heart or blood vessels?
 - e. Jaundice, intestinal bleeding, ulcer, colitis, recurrent indigestion, or any other disease of the stomach, intestines, liver, or gall bladder?
 - f. Sugar, proteinuria, blood or pus in urine, venereal disease, stone or other disorder of kidney, bladder, prostate, or reproductive organs?
 - g. Diabetes, thyroid, or other endocrine disorders?
 - h. Disorder of the breasts or pelvic organs?
 - i. Neurosis, arthritis, or disorder of the muscles or bones, including the spine, back or joints?
 - j. Disorder of skin, lymph glands, cyst, tumor, or cancer?
 - k. Anemia or other disorder of the blood?
 - l. Alcoholism or addiction to habit-forming drugs?
 - m. Any mental or physical disorder not listed above?
 2. Has anyone proposed for coverage:

 - a. Had a physical checkup, consultation, or surgery within the last five years?
 - b. Been a patient in a hospital, clinic, or other medical facility within the last five years?
 - c. Had an electrocardiogram, X-ray or other diagnostic test within the last five years?
 - d. Been advised to have any diagnostic test, hospitalization, or surgery, which was not completed?
 - e. Been diagnosed or treated by a member of the medical profession as having acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC)?
 - f. Ever had any disorder of menstruation, pregnancy, or other reproductive organs?
 3. Are you now pregnant? (If "Yes," expected due date / /).
 4. Is anyone proposed for coverage now under medical observation or treatment other than as stated above?

REDACTED

Please give details below if you answered "Yes" to any above questions.

**Complete Names, Addresses and Phone
Numbers of Physicians and Hospitals**

REDACTED

REDACTED

5. PROPOSED INSURED'S Height 5 ft 5 in. Weight 175 lbs. Weight change in past year -50 lbs.
 6a. PERSONAL PHYSICIAN (if none, state none). Name _____ Address Kaiser - CLAIRMONT

Name _____

b. Date and reason last consulted _____

c. Treatment given or medication prescribed _____

7. PROPOSED INSURED'S FAMILY HISTORY

Father	Age if Living	Age at Death	Cause of Death
Mother	58	45	
Brothers/Sisters	37, 35+		
	32, 31		

To the best of your knowledge and belief, has any member of your family had alcoholism, cancer, diabetes, high blood pressure, or heart disease? Yes No

If "Yes", give details _____

SPECIAL REQUESTS

BANK DRAFT IS TO EACH MONTH

HOME OFFICE USE ONLY

AUTHORIZATION AND AGREEMENT

I/we, the Proposed Insured(s), authorize any physician, medical practitioner, hospital, clinic, or other medical or medically related facility, insurance or reinsuring company, the Medical Information Bureau, consumer reporting agency or employer, having information available as to diagnosis, treatment and prognosis with respect to any physical or mental condition and/or treatment of me or my minor children, and any other nonmedical information of me or my minor children, to give to Great American® Life Insurance Company or its legal representative, or its reinsurers any and all such information. I/we also authorize any consumer reporting agency to prepare or procure an investigative consumer report on me or my minor children.

I/we understand the information obtained by use of the authorization will be used by Great American® Life Insurance Company to determine eligibility for insurance and eligibility for benefits under an existing policy. Any information obtained will not be released by Great American® Life Insurance Company to any person or organization EXCEPT to reinsuring companies, the Medical Information Bureau, or other persons or organizations, performing business or legal services in connection with my application, claim, or as may be otherwise lawfully required or as I/we may further authorize.

I/we know I/we may request to receive a copy of this authorization. I/we agree a photographic copy of this authorization shall be as valid as the original. I/we agree this authorization shall be valid for two and one-half years from the date shown below.

I/we, the Proposed Insured(s), represent the statements in Part I and Part II (if Part II is required by the Company) of this application are true and complete to the best of my knowledge and belief. It is agreed: (a) the only statements which are to be considered as the basis of the policy are those contained in the application or in any amendment to the application; (b) any prepayment made with this application will be subject to the provisions of the CONDITIONAL RECEIPT bearing the same date as this application; (c) if there is no prepayment made with this application, the policy will not take effect until the first premium is paid during the lifetime of the proposed insured and while his/her health and the facts and other conditions affecting his/her insurability are as described in Part I and Part II (if Part II is required by the Company) of this application, and until the policy is delivered to the proposed owner; and (d) no one except the President, a Vice President, or the Secretary can make, alter or discharge contracts or waive any of the Company's rights or requirements.

I/we acknowledge receipt of NOTICE OF INSURANCE INFORMATION PRACTICES attached hereto and hereby authorize preparation of an investigative consumer report.

NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Date 8/3/98 City/State NATIONAL CITYSignature John J. Bettner
Proposed Insured/Beneficiary or Co-Insured
or Agent
Proposed Insured is a minor under
age 18 (18 or over)Witness X Colie B. Davis IIISignature X _____
Spouse/Additional Insured & Team Insured are elected

Leased Agent _____

Policy Name Colie B. Davis III Policy No. 610070004 Signature X _____Agent Code _____
Applicant/Owner if other than Proposed Insured
(Give title if agent on behalf of business)

NOTICE

This policy is valuable property. If anyone suggests replacing it, please contact us first to be certain of your rights.

When You write to us, please give us your name, address and policy number. Please notify us promptly of any changes.
We will write to You at your last known address.

GREAT AMERICAN • LIFE INSURANCE COMPANY

TERM LIFE INSURANCE TO AGE 95

Insurance payable if the Insured dies while this policy is in force.

Premiums payable while the Insured is alive until the Expiration Date.

This policy is convertible to age 75.

This policy is nonparticipating.

PGRAT97NW1

Exhibit A, Pg. 36



LIFE DIVISION

Exhibit A, Pg. 37

Great American® Life Insurance Company
LIFE DIVISION
P.O. Box 5416
Cincinnati, OH 45201-5416
888-863-5891

Exhibit A, Pg. 38

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	330 West Broadway
MAILING ADDRESS:	330 West Broadway
CITY AND ZIP CODE:	San Diego, CA 92101
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 685-6149
PLAINTIFF(S) / PETITIONER(S):	Catherine Beck
DEFENDANT(S) / RESPONDENT(S):	Great American Life Insurance Company
BECK VS. GREAT AMERICAN LIFE INSURANCE COMPANY	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2007-00074401-CU-IC-CTL

Judge: Linda B. Quinn

Department: C-74

COMPLAINT/PETITION FILED: 09/06/2007

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2007-00074401-CU-IC-CTL CASE TITLE: Beck vs. Great American Life Insurance Company.

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator; however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
BRANCH NAME: Central		
PLAINTIFF(S): Catherine Beck		
DEFENDANT(S): Great American Life Insurance Company		
SHORT TITLE: BECK VS. GREAT AMERICAN LIFE INSURANCE COMPANY		
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)		CASE NUMBER: 37-2007-00074401-CU-IC-CTL

Judge: Linda B. Quinn

Department: C-74

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- | | |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program. | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration. |
| <input type="checkbox"/> Private Neutral Evaluation | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial | <input type="checkbox"/> Private Reference to General Referee |
| <input type="checkbox"/> Private Summary Jury Trial | <input type="checkbox"/> Private Reference to Judge |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration |
| <input type="checkbox"/> Other (specify): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate: (mediation & arbitration only) _____

Date: _____

Date: _____

Name of Plaintiff _____

Name of Defendant _____

Signature _____

Signature _____

Name of Plaintiff's Attorney _____

Name of Defendant's Attorney _____

Signature _____

Signature _____

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

IT IS SO ORDERED.

Dated: 09/06/2007

JUDGE OF THE SUPERIOR COURT

SDSC Civ-359 (Rev 01-07)

STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION

Page 1

Exhibit A, Pg. 42

EXHIBIT B

Arrow

Page 1 of 1

FROM: Vivian Imperial (213)337-4615
 CT - Los Angeles SOP Team
 818 West Seventh Street

Los Angeles, CA 90017
 TO: John P Gruber (513)333-5549
Annuity Investors Life Insurance Co
525 Vine Street, 7th Floor

Cincinnati, OH 45202

Ref: SOP/0413900/612637735/Vivian Imperial



FedEx Revenue Barcode

CAD# 8318649
 SHIP DATE: 01OCT07
 WEIGHT: 1 LB



DELIVERY ADDRESS (FedEx-EDR)

TRK # 7982 7538 7127

FORM
0201

45202 -OH-US

STANDARD OVERNIGHT

CVG

TUE

A1

Deliver by:
02OCT07

CLS090607

RECEIVED

OCT 02 2007

GREAT AMERICAN LIFE INS. CO.
 LEGAL DEPARTMENT

Exhibit B, Pg. 43

CT CORPORATION
A WoltersKluwer Company

TO: John P. Gruber, Asst. VP & Assoc. Gen. Counsel
Annuity Investors Life Insurance Company
525 Vine Street, 7th Floor
Cincinnati, OH 45202-

RE: Process Served In California

FOR: GREAT AMERICAN LIFE INSURANCE COMPANY (Domestic State: OH)

**Service of Process
Transmittal**

09/29/2007
CT Log Number 512637735



ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Catherine Beck, etc., Pltf. vs. Great American Life Insurance Company, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Exhibit, Notice(s), Stipulation Form

COURT/AGENCY: San Diego County, Superior Court, CA
Case # 37200700074401CUCCTL

NATURE OF ACTION: Insurance Litigation - Breach of Contract - Failure to pay death benefit - Seeking declaratory relief regarding the respective rights and duties of the parties concerning the policy and specifically the premium payment sent by decedent was timely and the policy was in force so as to provide death benefits to plaintiff as the beneficiary

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 09/28/2007 at 15:00

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): William E. O'Neill
Law Office of William E. O'Neill
101 West Broadway
Suite 810
San Diego, CA 92101
619-702-7636

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex Standard Overnight , 798275387127

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
213-337-4615
TELEPHONE:

Page 1 of 1 / VI

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

Exhibit B, Pg. 44

9-28-07 1:18 P.M.

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

GREAT AMERICAN LIFE INSURANCE COMPANY, an Ohio Corporation; and DOES 1-20, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CATHERINE BECK, an Individual

SUM-100
CIV
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este caso y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego, Hall of Justice
330 West Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 37-2007-00074401-CU-IC-CTL

SEP 6 07 PM 129

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
William E. O'Neill, Esq. (SBN185756), LAW OFFICE OF WILLIAM E. O'NEILL
101 West Broadway, Suite 810, San Diego, CA 92101; Tel: (619) 702-7636; Fax: (619) 702-7639

DATE: SEP 06 2007
(Fecha)

Clerk, by WYNNIE S. ABELLA, Deputy
(Secretario)
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

**GREAT AMERICAN LIFE INSURANCE,
AN OHIO CORPORATION**

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)

4. by personal delivery on (date):

EXHIBIT C

Mitchell J. Popham (126194)
Susan J. Welde (205401)
LOCKE LORD BISSELL & LIDDELL LLP
300 South Grand Avenue, Eighth Floor
Los Angeles, CA 90071-3119
Telephone: 213.485.1500
Fax: 213.485.1200

Attorneys for Defendant
**GREAT AMERICAN
LIFE INSURANCE COMPANY**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DISTRICT

CATHERINE BECK, an Individual, Plaintiff,
vs.
GREAT AMERICAN LIFE INSURANCE COMPANY, an Ohio Corporation; and DOES 1 through 20, Inclusive, Defendants.)
CASE NO. 37-2007-00074401-CU-IC-CTL
DEFENDANT GREAT AMERICAN LIFE INSURANCE COMPANY'S ANSWER TO COMPLAINT
DEMAND FOR JURY TRIAL

Defendant Great American Life Insurance Company ("GALIC") answers the unverified complaint ("the Complaint") filed by plaintiff Catherine Beck ("Plaintiff") for itself alone and for no other party as follows:

GENERAL DENIAL

1. Under the provisions of California Code of Civil Procedure section 431.30, GALIC denies both generally and specifically each and every allegation in the Complaint and the whole thereof and denies specifically that Plaintiff has sustained any injury, loss or damage by reason of any act or omission of GALIC or any of GALIC's agents, servants, employees or affiliates.

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Exhibit C, Pg. 46

AFFIRMATIVE DEFENSES**FIRST AFFIRMATIVE DEFENSE****(Failure to State a Claim)**

2. Plaintiff's claims are barred because the Complaint and each and every purported
 5 cause of action contained therein fails to state facts sufficient to constitute any cause of action
 6 against GALIC.

SECOND AFFIRMATIVE DEFENSE**(Unclean Hands)**

3. Plaintiff is barred from maintaining the Complaint or any purported cause of action
 10 contained therein because of Plaintiff's and/or Plaintiff's decedent's misconduct constituting unclean
 11 hands.

THIRD AFFIRMATIVE DEFENSE**(Waiver)**

4. Plaintiff's claims are barred because Plaintiff has voluntarily waived her right to
 15 maintain the Complaint and each purported cause of action therein by Plaintiff's and/or Plaintiff's
 16 decedent's own acts, omissions and/or conduct.

FOURTH AFFIRMATIVE DEFENSE**(Third Party Fault)**

5. Plaintiff's claims are barred because any injury, loss or damage sustained by Plaintiff,
 19 if any, was proximately caused by or contributed to by persons or entities other than GALIC, over
 20 which GALIC had no authority or control. GALIC cannot be held liable for injury, loss or damage,
 21 if any, caused by such independent persons or entities, whether they are parties to this action or not.
 22 Therefore, the damages, if any, recoverable by Plaintiff must be diminished in proportion to the fault
 23 attributable to such other persons and/or entities.

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Exhibit C, Pg. 47

Locke Lord Bissell & Liddell LLP
 300 South Grand Avenue, Eighth Floor
 Los Angeles, CA 90071-3119

FIFTH AFFIRMATIVE DEFENSE

(Mitigation of Damages)

6. Plaintiff's claims are barred because Plaintiff has failed to exercise reasonable care and diligence to mitigate her alleged damages. Therefore, any recovery by Plaintiff, if any, should be barred or reduced by her own failure to mitigate.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

7. Plaintiff is barred, estopped and precluded from recovery herein pursuant to the doctrine of equitable estoppel.

SEVENTH AFFIRMATIVE DEFENSE

(Lack of Notice)

8. Plaintiff's claims are barred because Plaintiff failed to give GALIC reasonable notice of any wrongful conduct or damage as alleged in the Complaint.

EIGHTH AFFIRMATIVE DEFENSE

(Superseding Cause)

9. Plaintiff's claims are barred because the legal fault alleged in the Complaint as to GALIC was not a substantial factor in bringing about the loss and/or damages alleged by Plaintiff and, therefore, was not a contributing cause, but was superseded by the negligence and/or other legal fault of one or more third parties whose conduct was an independent, intervening and sole cause of any alleged injuries or damages purportedly suffered by Plaintiff.

NINTH AFFIRMATIVE DEFENSE

(Laches)

10. Plaintiff is barred, estopped and precluded from recovery herein pursuant to the doctrine of laches.

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Exhibit C, Pg. 48

Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Eighth Floor
Los Angeles, CA 90071-3119

TENTH AFFIRMATIVE DEFENSE

(Lack of Causation)

11. Plaintiff's claims are barred in that no acts or omissions to act as alleged against GALIC, or any acts or omissions to act on the part of any persons or entities for whose acts or omissions GALIC is or may have been legally responsible, were a substantial cause or contributed in any manner or to any degree to any losses or damages for which Plaintiff seeks recovery.

ELEVENTH AFFIRMATIVE DEFENSE

(Limitations on Joint and Several Liability)

12. Any damages recoverable by Plaintiff are barred or must be reduced by the limitations on joint and several liability codified in California Civil Code sections 1431-1431.5.

TWELFTH AFFIRMATIVE DEFENSE

(Comparative Fault)

13. Plaintiff's claims are barred to the extent that any party or other entity or person is found to be negligent or otherwise at fault or liable to Plaintiff in this action. The conduct of all such parties, persons or entities must be compared to determine the respective percentage of fault of liability of each such party, person or entity, and GALIC may not be held liable for the percentage of the claimed damages caused or contributed by entities, persons or individuals other than GALIC, whether they are parties to this action or not.

THIRTEENTH AFFIRMATIVE DEFENSE

(Plaintiff's Fault)

14. Plaintiff's claims are barred to the extent that any loss, injury, damage or detriment as alleged in the Complaint was caused by or contributed to by Plaintiff's and/or Plaintiff's decedent's negligence and/or other wrongful conduct. Plaintiff's recovery, if any, must be reduced by an amount proportionate to the amount by which Plaintiff's and/or Plaintiff's decedent's negligence and/or other wrongful conduct caused or contributed to any loss, injury and/or damage alleged in the Complaint. GALIC alleges that Plaintiff's proportionate share of fault is one hundred percent (100%).

Exhibit C, Pg. 49

FOURTEENTH AFFIRMATIVE DEFENSE

(Consent)

15. Plaintiff's claims are barred to the extent that she and/or Plaintiff's decedent
 4 consented to and approved the acts and omissions about which she now complains.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to do Equity)

16. Plaintiff's claims are barred by reason of Plaintiff's and/or Plaintiff's decedent's
 8 failure to do equity in the matters alleged in the Complaint.

SIXTEENTH AFFIRMATIVE DEFENSE

(Illegality)

17. Plaintiff's claims are barred to the extent that the contract on which Plaintiff seeks to
 12 recover is made illegal by California Civil Code section 1668.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

18. Plaintiff's claims are barred because Plaintiff would be unjustly enriched if allowed to
 16 recover on any claim set forth in the Complaint.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Failure of Consideration)

19. Plaintiff is barred from recovering any damages or other relief by reason of the failure
 20 of consideration that defeats the effectiveness of the contract between the parties.

NINETEENTH AFFIRMATIVE DEFENSE

(Abandonment of Contract)

20. Plaintiff's Complaint is barred and fails to state a claim by reason of the provisions of
 24 California Civil Code section 1689 concerning abandonment of contracts.

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Exhibit C, Pg. 50

Locke Lord Bissell & Liddell LLP
 300 South Grand Avenue, Eighth Floor
 Los Angeles, CA 90071-3119

TWENTIETH AFFIRMATIVE DEFENSE

(Justification)

21. Plaintiff's claims are barred both by statute and by common law inasmuch as GALIC was privileged and justified in acting as it did under the circumstances present at the time its actions were undertaken. Accordingly, GALIC cannot be liable for Plaintiff's damages, if any.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Failure To Satisfy Condition Precedent)

22. Plaintiff's claims are barred to the extent that Plaintiff's and/or Plaintiff's decedent's failure to satisfy one or more conditions precedent resulted in no valid contract being formed between Plaintiff's decedent and GALIC.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Vexatious Complaint)

23. Plaintiff's Complaint was not brought in good faith and is frivolous. As a result, GALIC, pursuant to California Code of Civil Procedure section 128.7, is entitled to and will seek reasonable expenses including attorney's fees and costs incurred in defending this action.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Assumption of the Risk)

24. Plaintiff's claims are barred to the extent that any loss, injury, damage or detriment alleged in the Complaint was caused or contributed to by the actions of Plaintiff and/or Plaintiff's decedent in voluntarily encountering known risks of harm and proceeding to do the acts and things alleged in the Complaint, and the assumption of said risks by her, knowing said risks caused or contributed to the loss, injury, damage or detriment alleged in the complaint. GALIC alleges that the loss, injury, damage or detriment purportedly suffered by Plaintiff associated with Plaintiff's assumption of the risk is one hundred percent (100%).

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Exhibit C, Pg. 51

Locke Lord Bissell & Liddell LLP
 300 South Grand Avenue, Eighth Floor
 Los Angeles, CA 90071-3119

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Statutes of Limitations)

25. Plaintiff's claims are barred to the extent that Plaintiff failed to comply with any applicable statutes of limitation including, but not limited to, those set forth in California Code of Civil Procedure sections 312, 335, 337, 339, 340, 343, 473 and 474.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Performance)

26. Plaintiff's claims are barred pursuant to California Civil Code section 1473, *et seq.* because GALIC has fully performed any and all obligations owed to Plaintiff.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Breach of Contract)

27. If any contract between Plaintiff and/or Plaintiff's decedent and GALIC existed, Plaintiff and/or Plaintiff's decedent breached the contract by, among other things; failing to perform obligations under the alleged contract competently and satisfactorily.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(No Damages)

28. Plaintiff suffered no damages proximately caused by any alleged acts or omissions of GALIC.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Lack of Particularity)

29. Plaintiff has not set out her claims with sufficient particularity to permit GALIC to raise all appropriate defenses. Accordingly, GALIC reserves the right upon completion of its investigation and discovery to add such further defenses as may be appropriate when the factual basis for the Complaint, if any, become known.

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Exhibit C, Pg. S2

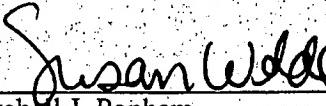
1 THEREFORE, GALIC prays:

- 2 1. That Plaintiff take nothing by way of the Complaint;
- 3 2. That the Complaint be dismissed against GALIC and that Judgment be entered in
- 4 favor of GALIC;
- 5 3. That GALIC be awarded its costs of suit and attorney's fees to the extent that they are
- 6 recoverable, and,
- 7 4. That GALIC be awarded such further relief as this court may deem just and proper.

8
9 Dated: October 26, 2007

Respectfully submitted,

10 11
12 LOCKE LORD BISSELL & LIDDELL LLP

13 By: 

14 Mitchell J. Popham

15 Susan J. Welde

16 Attorneys For Defendant GREAT AMERICAN
17 LIFE INSURANCE COMPANY

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Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Eighth Floor
Los Angeles, CA 90071-3119

Exhibit C, Pg. 53

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) ss.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. On October 26, 2007, I served the foregoing document described as:

DEFENDANT GREAT AMERICAN LIFE INSURANCE COMPANY'S ANSWER TO COMPLAINT DEMAND FOR JURY TRIAL

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

BY PERSONAL SERVICE. I placed the original or a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.

BY FACSIMILE TRANSMISSION. I caused the original or a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.

X BY MAIL. I placed the original or X a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY E-MAIL. I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.

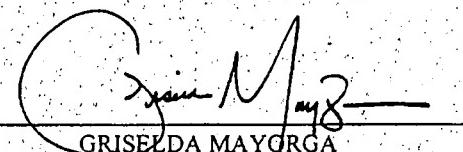
BY EXPRESS MAIL. I placed the original or a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused such envelope or package to be deposited in the mail at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY FEDERAL EXPRESS. I placed the original or a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119, to an authorized courier or driver authorized by Federal Express to receive documents.

X (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on October 26, 2007, at Los Angeles, California.


GRISELDA MAYORGA

BECK v. GREAT AMERICAN LIFE INSURANCE COMPANY
San Diego Superior Court Case No.: 37-2007-00074401-CU-IC-CTL

Service List

Attorney for Plaintiff CATHERINE BECK

William E. O'Neill, Esq.
LAW OFFICE OF WILLIAM E. O'NEILL
101 West Broadway, Suite 810
San Diego, California 92101
Tel: 619.702.7636
Fax: 619.702.7639

Exhibit C, Pg. 55

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) ss.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. On October 29, 2007, I served the foregoing document described as:

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441 (b)
DEMAND FOR JURY TRIAL

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

BY PERSONAL SERVICE. I placed the original or a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.

BY FACSIMILE TRANSMISSION. I caused the original or a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.

BY MAIL. I placed the original or a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY E-MAIL. I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.

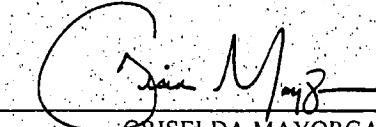
BY EXPRESS MAIL. I placed the original or a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused such envelope or package to be deposited in the mail at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY FEDERAL EXPRESS. I placed the original or a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119; to an authorized courier or driver authorized by Federal Express to receive documents.

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on October 29, 2007, at Los Angeles, California.



GRISELDA MAYORGA

BECK v. GREAT AMERICAN LIFE INSURANCE COMPANY

Service List

Attorney for Plaintiff CATHERINE BECK

William E. O'Neill, Esq.
LAW OFFICE OF WILLIAM E. O'NEILL
101 West Broadway, Suite 810
San Diego, California 92101
Tel: 619.702.7636
Fax: 619.702.7639

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

CATHERINE BECK

DEFENDANTS

GREAT AMERICAN LIFE INSURANCE COMPANY, and DOES 1 through 20

FILED

2007 OCT 29 PM 3:08

(b) County of Residence of First Listed Plaintiff San Diego, CA
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Hamilton, OH(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

William E. O'Neill, Esq.

Law Office of William E. O'Neill
101 West Broadway, Suite 810
San Diego, CA 92101
(619) 702-7636

Attorneys (If Known)

BY
Mitchell J. Popham/Susan J. Wedde

LO DEPUTY

Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Suite 800
Los Angeles, CA 90071
(213) 485-1500

07 CV 2055 JM

POR

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

PTF	DEF	PTF	DEF
<input checked="" type="checkbox"/> 1 Citizen of This State	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
<input type="checkbox"/> 2 Citizen of Another State	<input checked="" type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury—Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 430 Commerce	<input type="checkbox"/> 450 Deportation
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> PERSONAL PROPERTY	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 470 Copyrights
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus:	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> LABOR	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 720 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 730 Railway Labor Act	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act		
<input type="checkbox"/> 290 All Other Real Property				

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | |
|--|--|--|---|------------------|
| <input type="checkbox"/> 1 Original Proceeding | <input checked="" type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | Transferred from |
|--|--|--|---|------------------|

 6 Multidistrict Litigation 7 Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Breach of contract, filing under 28 USC §§ 1332 and 1441(b).

Brief description of cause:

Breach of contract. Plaintiff alleges non-payment of insurance benefits.

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION DEMAND \$250,000.00
UNDER F.R.C.P. 23CHECK YES only if demanded in complaint:
JURY DEMAND: Yes NoVIII. RELATED CASE(S)
IF ANY

(See instructions):

JUDGE None Known

DOCKET NUMBER None Known

DATE

October 29, 2007

SIGNATURE OF ATTORNEY OF RECORD

Susan Wedde

FOR OFFICE USE ONLY

RECEIPT # 143808AMOUNT \$350APPLYING IFP 10/29/07

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. **(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b.) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a) Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. On October 29, 2007, I served the foregoing document described as:

CIVIL COVER SHEET

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

BY PERSONAL SERVICE. I placed the original or a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.

BY FACSIMILE TRANSMISSION. I caused the original or a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.

X BY MAIL. I placed the original or X a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY E-MAIL. I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.

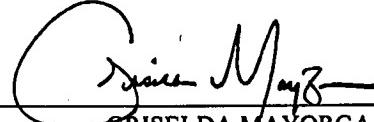
BY EXPRESS MAIL. I placed the original or a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused such envelope or package to be deposited in the mail at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119. Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.

BY FEDERAL EXPRESS. I placed the original or a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at 300 South Grand Avenue, Eighth Floor, Los Angeles, CA 90071-3119, to an authorized courier or driver authorized by Federal Express to receive documents.

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

X (Federal) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on October 29, 2007, at Los Angeles, California.



GRISELDA MAYORGA

BECK v. GREAT AMERICAN LIFE INSURANCE COMPANY

Service List

Attorney for Plaintiff CATHERINE BECK

William E. O'Neill, Esq.
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Tel: 619.702.7636
Fax: 619.702.7639

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

143808 - KD

October 29, 2007
15:13:01

Civ Fil Non-Pris
USAO #: 07CV2055
Judge.: JEFFREY T MILLER
Amount.: \$350.00 CK
Check#: BC 63779

Total-> \$350.00

FROM: CIVIL FILING
BECK V. GREAT AMERICAN LIFE
INS. CO, ET AL